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7 Attorney for Plaintiffs
8 UMG RECORDINGS, INC.; ARISTA
9 RECORDS LLC; LAFACE RECORDS
10 LLC; ZOMBA RECORDING LLC;
11 CAPITOL RECORDS, LLC; SONY BMG
12 MUSIC ENTERTAINMENT; and BMG
13 MUSIC

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION

17 UMG RECORDINGS, INC., a
18 Delaware corporation; ARISTA
19 RECORDS LLC, a Delaware limited
20 liability company; LAFACE
21 RECORDS LLC, a Delaware limited
22 liability company; ZOMBA
23 RECORDING LLC, a Delaware
24 limited liability company; CAPITOL
25 RECORDS, LLC, a Delaware limited
26 liability company; SONY BMG
27 MUSIC ENTERTAINMENT, a
28 Delaware general partnership; and
BMG MUSIC, a New York general
partnership,

Plaintiffs,

vs.

Ashley Nicole Freeman,

Defendant.

Case No.: 3:08-cv-01192-WHA

Related Cases:

STIPULATION TO JUDGMENT
AND PERMANENT INJUNCTION

1 Plaintiffs and Defendant hereby stipulate to the following terms, and that the
2 Court may enter a final Judgment and Permanent Injunction in favor of Plaintiffs
3 and against Defendant without further notice or appearance by the parties, as
4 follows:

5
6 1. Defendant shall pay to Plaintiffs in settlement of this action the total
7 sum of \$10,210.00.

8
9 2. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and
10 service of process fee) in the amount of \$490.00.

11
12 3. Defendant shall be and hereby is enjoined from directly or indirectly
13 infringing Plaintiffs' rights under federal or state law in any sound recording,
14 whether now in existence or later created, that is owned or controlled by Plaintiffs
15 (or any parent, subsidiary, or affiliate record label of Plaintiffs) ("Plaintiffs'
16 Recordings"), including without limitation by:

17
18 a) using the Internet or any online media distribution system to
19 reproduce (i.e., download) any of Plaintiffs' Recordings, to
20 distribute (i.e., upload) any of Plaintiffs' Recordings, or to make
21 any of Plaintiffs' Recordings available for distribution to the
22 public, except pursuant to a lawful license or with the express
23 authority of Plaintiffs; or

24
25 b) causing, authorizing, permitting, or facilitating any third party to
26 access the Internet or any online media distribution system through
27 the use of an Internet connection and/or computer equipment
28 owned or controlled by Defendant, to reproduce (i.e., download)

1 any of Plaintiffs' Recordings, to distribute (i.e., upload) any of
2 Plaintiffs' Recordings, or to make any of Plaintiffs' Recordings
3 available for distribution to the public, except pursuant to a lawful
4 license or with the express authority of Plaintiffs.
5

6 Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant
7 and/or any third party that has used the Internet connection and/or computer
8 equipment owned or controlled by Defendant has downloaded without Plaintiffs'
9 authorization onto any computer hard drive or server owned or controlled by
10 Defendant, and shall destroy all copies of those downloaded recordings transferred
11 onto any physical medium or device in Defendant's possession, custody, or control.
12

13 4. Defendant has been properly and validly served with the Summons
14 and Complaint in this action, and is subject to the jurisdiction of the Court.
15

16 5. Defendant irrevocably and fully waives notice of entry of the
17 Judgment and Permanent Injunction, and understands and agrees that violation of
18 the Judgment and Permanent Injunction will expose Defendant to all penalties
19 provided by law, including for contempt of Court.
20

21 6. Defendant irrevocably and fully waives any and all right to appeal the
22 Judgment and Permanent Injunction, to have it vacated or set aside, to seek or
23 obtain a new trial thereon, or otherwise to attack in any way, directly or
24 collaterally, its validity or enforceability.
25

26 7. Nothing contained in the Judgment and Permanent Injunction shall
27 limit the right of Plaintiffs to recover damages for any and all infringements by
28

1 Defendant of any right under federal copyright law or state law occurring after the
2 date Defendant executes this Stipulation to Judgment and Permanent Injunction.


3
4 8. Defendant acknowledges that Defendant has read this Stipulation to
5 Judgment and Permanent Injunction, and the attached [Proposed] Judgment and
6 Permanent Injunction, has had the opportunity to have them explained by counsel
7 of Defendant's choosing, fully understands them and agrees to be bound thereby,
8 and will not deny the truth or accuracy of any term or provision herein. Defendant
9 is at least 18 years old and is otherwise legally competent to enter into this
10 Stipulation to Judgment and Permanent Injunction.

11
12 9. The Court shall maintain continuing jurisdiction over this action for
13 the purpose of enforcing this final Judgment and Permanent Injunction.

14 Dated: 7/14/08

HOLME ROBERTS & OWEN LLP
DAWNIELL ZAVALA (STATE BAR
NO. 253130)

16 By


s/ Dawniell Zavala

Dawniell Zavala
Attorney for Plaintiffs
UMG RECORDINGS, INC.;
ARISTA RECORDS LLC;
LAFACE RECORDS LLC;
ZOMBA RECORDING LLC;
CAPITOL RECORDS, LLC; SONY
BMG MUSIC ENTERTAINMENT;
and BMG MUSIC

22 Dated: 7/9/08

23 By


Ashley Nicole Freeman, *in propria*
persona

PROOF OF SERVICE

STATE OF CALIFORNIA, CITY AND COUNTY OF SAN FRANCISCO

I am employed in the office of Holme Roberts & Owen in San Francisco, California. I am over the age of eighteen years and not a party to the within action. My business address is 560 Mission Street, 25th Floor, San Francisco, CA 94105.

On July 14, 2008, I served the foregoing documents described as:

STIPULATION TO JUDGMENT AND PERMANENT INJUNCTION

on the interested party in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as to Defendant as follows:

**Ashley Nicole Freeman
4159 W. 139th Street, #B
Hawthorne, CA 90250**

☒ BY MAIL: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at San Francisco, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on July 14, 2008 at San Francisco, California.



Della Grant